

# CONFIDENTIALITY AGREEMENT

*As Required by the State Administrative Manual Section, 4841.2 (2) (e)*

I, (please print) \_\_\_\_\_, a contracted interviewer for the State Council on Developmental Disabilities (SCDD) hereby acknowledge that the Department of Developmental Services (DDS) records and documents are subject to strict confidentiality requirement imposed by State and federal laws including California Welfare and Institutions Code sections 4514, 5328, and 15600 et seq; California Penal Code 11167.5; and the Health Insurance Portability and Accountability Act of 1996 Parts 160 and 164.

I (initial) \_\_\_\_\_ acknowledge that the SCDD has reviewed with me the appropriate provisions of both State and federal laws including the penalties for breaches of confidentiality.

I (initial) \_\_\_\_\_ acknowledge that the SCDD has reviewed with me the confidentiality and security policies of the DDS.

I (initial) \_\_\_\_\_ acknowledge that the SCDD has reviewed with me the policies of confidentiality and security of our organization.

I (initial) \_\_\_\_\_ acknowledge that unauthorized use, dissemination or distribution of DDS confidential information is a crime.

I (initial) \_\_\_\_\_ hereby agree that I will not use, disseminate or otherwise distribute confidential records or said documents or information either on paper or by electronic means other than in the performance of the functions, activities or services for, or on behalf of, the DDS as specified in the Contract/Memorandum of Understanding/Agreements with the DDS.

I (initial) \_\_\_\_\_ also agree that unauthorized use, dissemination or distributions grounds for immediate termination of the Contract/Memorandum of Understanding/Agreements with the DDS and may subject me to penalties both civil and criminal.

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Interviewer Signature

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Date